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Attorneys for Defendant Inlane, Inc.

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION

In re
THE LITIGATION PRACTICE GROUP,
P.C.,

Debtor.

Case No. 8:23-bk-10571-SC

Chapter 11

Adv. No. 8-25-ap-01043-SC

**DEFENDANT INLANE, INC.'S ANSWER
TO COMPLAINT AND DEMAND FOR
JURY TRIAL**

DATE:
TIME: [No Hearing Required]
PLACE:

1 RICHARD A. MARSHACK, Trustee of the
2 LPG Liquidation Trust,

3 Plaintiff,

4 v.

5 INLANE, INC., a New York Corporation, and
6 DOES 1 through 20, inclusive

7 Defendants.

8 Defendant Inlane inc. (“Inlane”) hereby answers the *Complaint* for: (1) *Avoidance,*
9 *Recovery, and Preservation of Actual Fraudulent Transfers* [11 U.S.C. §§ 544, 548(a)(1)(A),
10 550, 551; CAL. CIV. CODE §§ 3439.04(a)(1) AND 3439.07]; (2) *Avoidance, Recovery, and*
11 *Preservation of Constructive Fraudulent Transfers*, [11 U.S.C. §§ 544, 548(a)(1)(B); 550, 551;
12 CAL. CIV. CODE §§ 3439.04(a)(2), 3439.05, AND 3439.07]; and (3) *Disallowance of Claims*
13 *Held by Defendant* [11 U.S.C. § 502(d)] [Docket No. 2161] (the “Complaint”) and admits,
14 denies, and avers as follows:

15 **STATEMENT OF THE CASE**

16
17 1. The allegations of paragraph 1 of the Complaint do not require an answer because
18 the first sentence of the paragraph is a statement of law and the rest of the paragraph purports to
19 summarize the Trustee’s allegations. To the extent an answer is required, Inlane denies the
20 allegations except admits that it received (1) a payment of \$41,721.11 from Vulcan Consulting
21 Group on October 25, 2022, (2) a payment of \$15,691.61 from The Litigation Practice Group,
22 PC on November 14, 2022, and (3) a payment of \$38,886.03 from Prime Logix LLC on January
23 20, 2023.

24 2. The allegations contained in the first sentence of paragraph 2 of the Complaint do
25 not require an answer because they are a statement of law. To the extent an answer is required as
26 to the first sentence, Inlane denies the allegations. Inlane denies the allegations contained in the
27 second sentence of paragraph 2 of the Complaint.
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STATEMENT OF JURISDICTION AND VENUE

3. The allegations of paragraph 3 of the Complaint do not require an answer because they are a statement of law. To the extent an answer is required, Inlane lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 3, and on that basis denies them.

4. The allegations of paragraph 4 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 4, and on that basis denies them.

5. The allegations of paragraph 5 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 5, and on that basis denies them.

6. The allegations of paragraph 6 of the Complaint do not require an answer because they are a statement of law. To the extent an answer is required, Inlane lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6, and on that basis denies them.

THE PARTIES

7. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint, and on that basis denies them.

8. Inlane admits the allegations contained in paragraph 8 of the Complaint.

9. The allegations of paragraph 9 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 9, and on that basis denies them.

1 10. Inlane admits the allegation in paragraph 10 of the Complaint that it is formed
2 under the laws of the State of New York and that its address and/or principal place of business is
3 16 Piper Dr. Albertson, NY 11507, but denies the remaining allegations in paragraph 10.

4 11. Inlane is without sufficient knowledge or information to form a belief as to the
5 truth of the allegations contained in paragraph 11 of the Complaint, and on that basis denies
6 them.

7 **GENERAL ALLEGATIONS**

8 **A. THE BANKRUPTCY CASE**

9 12. Inlane is without sufficient knowledge or information to form a belief as to the
10 truth of the allegations contained in paragraph 12 of the Complaint, and on that basis denies
11 them.

12 13. Inlane is without sufficient knowledge or information to form a belief as to the
13 truth of the allegations contained in paragraph 13 of the Complaint, and on that basis denies
14 them.

15 14. Inlane admits the allegation in paragraph 14 of the Complaint that on May 8,
16 2023, Trustee accepted his appointment as the Chapter 11 Trustee in the Bankruptcy Case, but is
17 without sufficient knowledge or information to form a belief as to the truth of the remaining
18 allegations in paragraph 14 and on that basis denies them.

19 **B. FRAUDULENT ENTITIES**

20 15. Inlane is without sufficient knowledge or information to form a belief as to the
21 truth of the allegations contained in paragraph 15 of the Complaint, and on that basis denies
22 them.

23 16. Inlane is without sufficient knowledge or information to form a belief as to the
24 truth of the allegations contained in paragraph 16 of the Complaint, and on that basis denies
25 them.

26 17. The allegations in paragraph 17 of the Complaint do not require an answer
27 because they are a statement of law. To the extent an answer is required, Inlane is without
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sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint, and on that basis denies them.

18. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint, and on that basis denies them.

19. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint, and on that basis denies them.

20. The allegations contained in paragraph 20 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint, and on that basis denies them.

C. PONZI SCHEME

21. The allegations contained in paragraph 21 of the Complaint do not require an answer because they purport to describe a court filing. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint, and refers to the court filing cited for its complete contents.

22. The allegations contained in paragraph 22 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint, and on that basis denies them.

23. The allegations contained in paragraph 23 of the Complaint do not require an answer because they are statements of law and purport to quote caselaw. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint, and refers to the caselaw cited for its complete contents.

24. The allegations contained in paragraph 24 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane denies the allegations contained in paragraph 24 of the Complaint.

D. PREPETION CREDITORS AND LAWSUITS

25. The allegations contained in paragraph 25 of the Complaint do not require an answer because they purport to describe a court filing. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint, and refers to the document cited for its complete contents.

26. The allegations contained in paragraph 26 of the Complaint do not require an answer because they purport to describe a court filing. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint, and refers to the document cited for its complete contents.

27. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint, and on that basis denies them.

28. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint, and on that basis denies them.

29. The allegations contained in paragraph 29 of the Complaint do not require an answer because they purport to describe court filings. To the extent an answer is required, Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint, and refers to the document cited for its complete contents.

1 **E. DEBTOR'S INSOLVENCY**

2 30. The allegations contained in paragraph 30 of the Complaint do not require an
3 answer because they are statements of law. To the extent an answer is required, Inlane is without
4 sufficient knowledge or information to form a belief as to the truth of the allegations contained in
5 paragraph 30 of the Complaint, and on that basis denies them.

6 31. The allegations contained in paragraph 31 of the Complaint do not require an
7 answer because they are statements of law. To the extent an answer is required, Inlane is without
8 sufficient knowledge or information to form a belief as to the truth of the allegations contained in
9 paragraph 31 of the Complaint, and on that basis denies them.

10 **F. THE SUBJECT TRANSFERS**

11 32. Inlane denies the allegations contained in paragraph 32 of the Complaint except
12 admits that it received (1) a payment of \$41,721.11 from Vulcan Consulting Group on October
13 25, 2022, (2) a payment of \$15,691.61 from The Litigation Practice Group, PC on November 14,
14 2022, and (3) a payment of \$38,886.03 from Prime Logix LLC on January 20, 2023.

15 33. The allegations contained in paragraph 33 of the Complaint do not require an
16 answer because they purport to summarize Plaintiff's allegations. To the extent an answer is
17 required, Inlane is without sufficient knowledge or information to form a belief as to the truth of
18 the allegations contained in paragraph 33 of the Complaint, and on that basis denies them.

19 34. The allegations contained in paragraph 34 of the Complaint do not require an
20 answer because they purport to summarize Plaintiff's allegations. To the extent an answer is
21 required, Inlane denies the allegations contained in paragraph 34 of the Complaint.

22 35. The allegations contained in paragraph 35 of the Complaint do not require an
23 answer because they are statements of law. To the extent an answer is required, Inlane denies the
24 allegations contained in paragraph 35 of the Complaint.
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36. The allegations contained in paragraph 36 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane refers to the statute cited in paragraph 36 of the Complaint for its complete contents.

G. DUE DILIGENCE

37. Inlane admits that Plaintiff caused a letter dated February 11, 2025 to be mailed to Inlane and that Plaintiff did not receive a response to the letter. Inlane otherwise denies the allegations contained in paragraph 37 of the Complaint and refers to the document cited for its complete contents.

38. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, and on that basis denies them.

FIRST CLAIM FOR RELIEF

(Avoidance, Preservation, and Recovery of Actual Fraudulent Transfer Against All Defendants)

39. In response to paragraph 39 of the Complaint, Inlane incorporates its responses to paragraphs 1 through 38 as thought set forth in full.

40. The allegations of paragraph 40 of the Complaint do not require an answer because they are statements of law. To the extent an answer is required, Inlane refers to the statutes cited for their complete contents.

41. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint, and on that basis denies them.

42. Inlane admits that the petition date was March 20, 2023, and that it received (1) a payment of \$41,721.11 from Vulcan Consulting Group on October 25, 2022, (2) a payment of \$15,691.61 from The Litigation Practice Group, PC on November 14, 2022, and (3) a payment of \$38,886.03 from Prime Logix LLC on January 20, 2023, but otherwise denies the allegations contained in paragraph 42 of the Complaint.

1 43. Inlane is without sufficient knowledge or information to form a belief as to the
2 truth of the allegations contained in paragraph 43 of the Complaint, and on that basis denies
3 them.

4 44. Inlane is without sufficient knowledge or information to form a belief as to the
5 truth of the allegations contained in paragraph 44 of the Complaint, and on that basis denies
6 them.

7 45. Inlane is without sufficient knowledge or information to form a belief as to the
8 truth of the allegations contained in paragraph 45 of the Complaint, and on that basis denies
9 them.

10 46. Inlane is without sufficient knowledge or information to form a belief as to the
11 truth of the allegations contained in paragraph 46 of the Complaint, and on that basis denies
12 them.

13 47. Inlane is without sufficient knowledge or information to form a belief as to the
14 truth of the allegations contained in paragraph 47 of the Complaint, and on that basis denies
15 them.

16 48. Inlane is without sufficient knowledge or information to form a belief as to the
17 truth of the allegations contained in paragraph 48 of the Complaint, and on that basis denies
18 them.

19 49. The allegations contained in paragraph 49 of the Complaint do not require an
20 answer because they are statements of law. To the extent an answer is required, Inlane denies
21 the allegations in paragraph 49 of the Complaint.

22 50. Inlane admits that it received (1) a payment of \$41,721.11 from Vulcan
23 Consulting Group on October 25, 2022, (2) a payment of \$15,691.61 from The Litigation
24 Practice Group, PC on November 14, 2022, and (3) a payment of \$38,886.03 from Prime Logix
25 LLC on January 20, 2023, but otherwise denies the allegations in paragraph 50 of the Complaint.
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1 51. Inlane is without sufficient knowledge or information to form a belief as to the
2 truth of the allegations contained in paragraph 51 of the Complaint, and on that basis denies
3 them.

4 52. Inlane denies that Debtor received no benefit from the Transfers, but is without
5 sufficient knowledge or information to form a belief as to the truth of the other allegations
6 contained in paragraph 52 of the Complaint, and on that basis denies them.

7 53. The allegations set forth in paragraph 53 of the Complaint do not require an
8 answer because they purport to summarize plaintiff's allegations. To the extent an answer is
9 required, Inlane denies the allegations contained in paragraph 53 of the Complaint.

10 54. The allegations contained in paragraph 54 of the Complaint do not require an
11 answer because they are statements of law. To the extent an answer is required, Inlane denies
12 the allegations contained in paragraph 54 of the Complaint.

13 55. The allegations contained in paragraph 55 of the Complaint do not require an
14 answer because they are statements of law. To the extent an answer is required, Inlane denies
15 the allegations contained in paragraph 55 of the Complaint.

16 **SECOND CLAIM FOR RELIEF**

17 **(Avoidance, Preservation, and Recovery of Constructive Fraudulent Transfer Against All**
18 **Defendants)**

19 56. In response to paragraph 56 of the Complaint, Inlane incorporates its responses to
20 paragraphs 1 through 38 as thought set forth in full.

21 57. The allegations contained in paragraph 57 of the Complaint do not require an
22 answer because they are statements of law. To the extent an answer is required, Inlane refers to
23 the statutes cited for their complete contents.

24 58. Inlane denies the allegations contained in paragraph 58 of the Complaint.

25 59. Inlane denies the allegations contained in paragraph 59 of the Complaint.

26 60. Inlane is without sufficient knowledge or information to form a belief as to the
27 truth of the allegations contained in paragraph 60 of the Complaint, and on that basis denies
28 them.

1 61. Inlane is without sufficient knowledge or information to form a belief as to the
2 truth of the allegations contained in paragraph 61 of the Complaint, and on that basis denies
3 them.

4 62. Inlane is without sufficient knowledge or information to form a belief as to the
5 truth of the allegations contained in paragraph 62 of the Complaint, and on that basis denies
6 them.

7 63. Inlane is without sufficient knowledge or information to form a belief as to the
8 truth of the allegations contained in paragraph 63 of the Complaint, and on that basis denies
9 them.

10 64. The allegations contained in paragraph 64 of the Complaint do not require an
11 answer because they are statements of law. To the extent an answer is required, Inlane denies
12 the allegations in paragraph 64 of the Complaint.

13 65. Inlane is without sufficient knowledge or information to form a belief as to the
14 truth of the allegations contained in paragraph 65 of the Complaint, and on that basis denies
15 them.

16 66. The allegations set forth in paragraph 66 of the Complaint do not require an
17 answer because they purport to summarize plaintiff's allegations. To the extent an answer is
18 required, Inlane denies the allegations contained in paragraph 66 of the Complaint.

19 67. The allegations contained in paragraph 67 of the Complaint do not require an
20 answer because they are statements of law. To the extent an answer is required, Inlane denies
21 the allegations contained in paragraph 67 of the Complaint.

22 68. The allegations contained in paragraph 68 of the Complaint do not require an
23 answer because they are statements of law. To the extent an answer is required, Inlane denies
24 the allegations contained in paragraph 68 of the Complaint.

THIRD CLAIM FOR RELIEF

(Avoidance, Preservation, and Recovery of Actual Fraudulent Transfer Against All Defendants)

69. In response to paragraph 69 of the Complaint, Inlane incorporates its responses to paragraphs 1 through 38 as thought set forth in full.

70. Inlane admits that the petition date was March 20, 2023, and that it received (1) a payment of \$41,721.11 from Vulcan Consulting Group on October 25, 2022, (2) a payment of \$15,691.61 from The Litigation Practice Group, PC on November 14, 2022, and (3) a payment of \$38,886.03 from Prime Logix LLC on January 20, 2023, and otherwise denies the allegations in paragraph 70 of the Complaint.

71. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint, and on that basis denies them.

72. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint, and on that basis denies them.

73. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint, and on that basis denies them.

74. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 74 of the Complaint, and on that basis denies them.

75. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint, and on that basis denies them.

76. Inlane is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint, and on that basis denies them.

1 77. The allegations contained in paragraph 77 of the Complaint do not require an
2 answer because they are statements of law. To the extent an answer is required, Inlane denies
3 the allegations in paragraph 77 of the Complaint.

4 78. Inlane denies the allegations contained in paragraph 78 of the Complaint.

5 79. Inlane is without sufficient knowledge or information to form a belief as to the
6 truth of the allegations contained in paragraph 79 of the Complaint, and on that basis denies
7 them.

8 80. The allegations set forth in paragraph 80 of the Complaint do not require an
9 answer because they purport to summarize plaintiff's allegations. To the extent an answer is
10 required, Inlane denies the allegations in paragraph 80 of the Complaint.

11 81. The allegations contained in paragraph 81 of the Complaint do not require an
12 answer because they are statements of law. To the extent an answer is required, Inlane denies
13 the allegations contained in paragraph 81 of the Complaint.

14 82. The allegations contained in paragraph 82 of the Complaint do not require an
15 answer because they are statements of law. To the extent an answer is required, Inlane denies
16 the allegations contained in paragraph 82 of the Complaint.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Avoidance, Preservation, and Recovery of Constructive Fraudulent Transfer Against All**
19 **Defendants)**

20 83. In response to paragraph 83 of the Complaint, Inlane incorporates its responses to
21 paragraphs 1 through 38 as thought set forth in full.

22 84. Inlane admits that the petition date was March 20, 2023, and that it received (1) a
23 payment of \$41,721.11 from Vulcan Consulting Group on October 25, 2022, (2) a payment of
24 \$15,691.61 from The Litigation Practice Group, PC on November 14, 2022, and (3) a payment of
25 \$38,886.03 from Prime Logix LLC on January 20, 2023, and otherwise denies the allegations in
26 paragraph 84 of the Complaint.

27 85. Inlane denies the allegations contained in paragraph 85 of the Complaint.
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1 86. Inlane is without sufficient knowledge or information to form a belief as to the
2 truth of the allegations contained in paragraph 86 of the Complaint, and on that basis denies
3 them.

4 87. Inlane is without sufficient knowledge or information to form a belief as to the
5 truth of the allegations contained in paragraph 87 of the Complaint, and on that basis denies
6 them.

7 88. Inlane is without sufficient knowledge or information to form a belief as to the
8 truth of the allegations contained in paragraph 88 of the Complaint, and on that basis denies
9 them.

10 89. Inlane denies the allegations contained in paragraph 89 of the Complaint.

11 90. Inlane is without sufficient knowledge or information to form a belief as to the
12 truth of the allegations contained in paragraph 90 of the Complaint, and on that basis denies
13 them.

14 91. The allegations set forth in paragraph 91 of the Complaint do not require an
15 answer because they purport to summarize plaintiff's allegations. To the extent an answer is
16 required Inlane denies the allegations in paragraph 91.

17 92. The allegations contained in paragraph 92 of the Complaint do not require an
18 answer because they are statements of law. To the extent an answer is required, Inlane denies
19 the allegations contained in paragraph 92 of the Complaint.

20 93. The allegations contained in paragraph 93 of the Complaint do not require an
21 answer because they are statements of law. To the extent an answer is required, Inlane denies
22 the allegations contained in paragraph 93 of the Complaint.

23 **FIFTH CLAIM FOR RELIEF**

24 **(Disallowance of Claim Against All Defendants)**

25 94. In response to paragraph 94 of the Complaint, Inlane incorporates its responses to
26 paragraphs 1 through 38 as thought set forth in full.

27 95. Inlane admits the allegations contained in paragraph 95 of the Complaint.
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2 96. The allegations set forth in paragraph 96 of the Complaint do not require an
3 answer because they purport to summarize plaintiff's request. To the extent an answer is
4 required, Inlane denies any factual allegation encompassed within paragraph 96 of the
5 Complaint.

6 **PRAYER**

7 97. The remainder of the Complaint contains a "Prayer" for relief to which no
8 response is required. However, to the extent a response is required, Inlane denies that plaintiff
9 has any viable claims or causes of action against it or that plaintiff is entitled to any relief against
10 Inlane (whether included in the "Prayer" or otherwise).

11 **FIRST AFFIRMATIVE DEFENSE**

12 **(Failure to State a Claim)**

13 98. For a separate and first affirmative defense to the Complaint, and to each and
14 every purported claim for relief against Inlane contained therein, Inlane alleges that the
15 Complaint fails to state a claim upon which relief can be granted against Inlane.

16 **SECOND AFFIRMATIVE DEFENSE**

17 **(Estoppel)**

18 99. For a separate and second affirmative defense to the Complaint, and to each and
19 every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's
20 claims are barred by the doctrine of estoppel.

21 **THIRD AFFIRMATIVE DEFENSE**

22 **(Laches)**

23 100. For a separate and third affirmative defense to the Complaint, and to each and
24 every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's
25 claims are barred by the doctrine of laches.
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FOURTH AFFIRMATIVE DEFENSE

(Waiver)

101. For a separate and fourth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's claims are barred by the doctrine of waiver.

FIFTH AFFIRMATIVE DEFENSE

(Bad Faith)

102. For a separate and fifth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff commenced this action in bad faith against Inlane.

SIXTH AFFIRMATIVE DEFENSE

(Unclean Hands)

103. For a separate and sixth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's claims are barred by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

(Unconscionability)

104. For a separate and seventh affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's claims are barred by the doctrine of unconscionability.

EIGHTH AFFIRMATIVE DEFENSE

(Equity)

105. For a separate and eighth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's claims are barred by common law and/or principles of equity.

NINTH AFFIRMATIVE DEFENSE

(Debtor's Own Conduct)

106. For a separate and ninth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's damages, if any, were the direct and proximate result of the debtor's own conduct.

TENTH AFFIRMATIVE DEFENSE

(Unrelated, Pre-Existing, or Subsequent Conditions

Unrelated to Inlane's Conduct)

107. For a separate and tenth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's damages, if any, were the result of unrelated, pre-existing, or subsequent events unrelated to Inlane's conduct.

ELEVENTH AFFIRMATIVE DEFENSE

(Failure to Mitigate Damages)

108. For a separate and eleventh affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's damages, if any, were the result of the debtor's failure to mitigate damages.

TWELFTH AFFIRMATIVE DEFENSE

(Accord and Satisfaction)

109. For a separate and twelfth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that plaintiff's damages, if any, must be reduced by the amount of any payments made to plaintiff and/or the debtor by any collateral sources, including to the extent the debtor has released, settled, entered into an accord and satisfaction, or otherwise compromised its claims by any means.

THIRTEENTH AFFIRMATIVE DEFENSE

(Adequate Remedy At Law)

110. For a separate and thirteenth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein based in equity, Inlane alleges that plaintiff has an adequate remedy at law.

FOURTEENTH AFFIRMATIVE DEFENSE

(Statutory Compliance)

111. For a separate and fourteenth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that, at all times mentioned in the Complaint, Inlane acted in strict compliance with applicable state and federal law.

FIFTEENTH AFFIRMATIVE DEFENSE

(Good Faith of Inlane)

112. For a separate and fifteenth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that, at all times mentioned in the Complaint, they acted in good faith and without knowledge of the voidability of the transfers and in compliance with title 11 of the United States Code including, without limitation, 11 U.S.C. § 550 and applicable state law.

SIXTEENTH AFFIRMATIVE DEFENSE

(Reasonably Equivalent Value)

113. For a separate and sixteenth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane alleges that at the times of the alleged transfers, Inlane provided reasonably equivalent value to the Debtor for same.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Right to Assert Affirmative Defenses)

114. For a separate and seventeenth affirmative defense to the Complaint, and to each and every purported claim for relief against Inlane contained therein, Inlane reserves the right to assert additional affirmative defenses based upon further investigation and discovery.

DEMAND FOR JURY TRIAL

Inlane hereby demands a trial by jury on all issues triable by a jury and does not consent to a jury trial conducted by the bankruptcy court.

WHEREFORE, Inlane prays for judgment as follows:

1. That plaintiff take nothing by his Complaint;
2. That plaintiff be denied all relief sought;
3. For costs of suit herein; and
4. For such other and further relief as this Court deems just and proper.

Dated: May 5, 2025

PACHULSKI STANG ZIEHL & JONES LLP

By /s/ Ira D. Kharasch

Ira D. Kharasch

Victoria A. Newmark

Attorneys for Defendant Inlane, Inc.